

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 25, 2016 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Chaplain Bevier with the Winona Lake Fire Department followed by the Pledge of Allegiance

Pledge of Allegiance/Juramento a la Alianza

Roll Call/ Lista de asistencia

Present: Mayor Kennedy presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Mejia, Councilwoman Rayford - 6

Absent: Councilwoman Holmes - 1

COMMUNICATIONS

Approval of minutes for the April 11, 2016 meeting.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Carried

City Manager Update/ Gerente de la Cuidad pone al dia la audiencia de los planes de cada departamento

City Manager, Michael Ciaravino said that we have already had one visit with the Attorney General's Office as it relates to Code Enforcement technology and opportunities for us to further our goals of interlinking all of our department functions to greater understand how our core functions ultimately do integrate to the extent our core functions ultimately are paid for by the same tax dollars. This has been in the works for almost a year and half now on how to develop ways in which we can have conversations with each other as we work and trend towards developing greater awareness and action steps for how to adjust things. It was refreshing to develop this relationship with the Attorney General's Office and we have been working with a group retained by them called The Center for Community Progress and they will continue visits to interview key stakeholders and service providers with brief updates regarding their findings. Newburgh is only one of three communities in the entire State of New York participating in this. The other two are Niagara Falls and Syracuse. They will be meeting specifically with our Code Enforcement Officers from both the Fire and Building Department teams. As we continue to do the work in Code Enforcement we are anticipating a potential bottleneck in the enforcement

and we don't want to overwhelm our Corporation Counsel's Office so we are anticipating alternative ways to support them so that we can continue to bring the enforcement actions that are required to Court without slowing us down. Even if there is a need for additional funding we are hoping that it would be temporary and once this work is done we would have more properties on the tax rolls and lowering the tax burden for all of us. It will also include integrated work with the Tax Collector's Office and Appraiser's Office. With regard to our Waterfront, we want to make certain that our entire community is aware of all of the access ways to the miraculous Hudson River. We are working to develop a more effective signage that there are areas in which parking is not prohibited as these are gateways to our Waterfront and fishing piers. We are also working with signage to continue to highlight for the entire community the opportunities that they have for access to our Waterfront. There are a number of public streets that continue all the way to the river and he noted that there is *No Parking* permitted at any time on either side, the middle or any right of way on Washington Street, First Street, Campbell Street, Second Street, Third Street, Catherine and South Streets between Front Street and the Hudson River. Please help us maintain these open vistas to the river and enable us to all further celebrate and heighten our awareness of this incredible asset. Our team will continue to show this with proper signage and we will be ticketing eventually. He added that the Fire Department responded to over one hundred and ninety three emergency calls, which included seven building fires. Our teams have investigated the fires and all of them thankfully were ruled accidental. In November 2015, there was a fire at 193 Broadway which was investigated and just produced a conviction for arson so he wanted to compliment Chief Ahlers and his team for their investigations. Our Career Fire Academy is in its fifth week and some of you may have seen our Cadets marching through the streets training for the physical and mental endurance required to become a Firefighter. They have already completed several courses and have three live fire days already under their training. In our Fire Prevention Bureau, they have been busy inspecting and updating the Vacant Property Registry. Because of this work, a list of approximately seventy buildings has been sent to the Assessor's Office containing addresses that are no longer vacant and can be part of our tax roll. We expect to add to this total considerably as we complete the very first pass of the Vacant Property List next week. In addition, over four hundred violations have been issued and fifty are in the process of being sent to Court as they relate to failure to register vacant property. Single Room Occupancies (SRO's) are of particular concern to us as they relate to potential fire hazards so they are being inspected and investigated as well as crosschecked with Certificates of Occupancy to see that the zoning is consistent with the use of the building. They are then being compared with our tax rolls to see if the income being derived in these buildings is accurate with the evaluation of the properties. Chief Ahlers would like to remind us all that with the time change smoke alarm and CO alarm batteries should be replaced as part of a safety habit because it has been proven that these alarms save lives. In our Recreation Department, seasonal employment opportunities are posted on the City's Website that include positions for the Aquatic Center, Summer Camp, Brown's Pond, Boat Launch and Delano Hitch Park. If anyone is interested in one of these positions, please follow the directions on the Website. Registration for the summer playground Day Camp is now open and the cost is three hundred and fifty dollars for residents and four hundred and fifty dollars for non-residents and there is no online registration for this Program at this time. All applications and medical forms must be completed and there is a one hundred camper limit for this year. The Spring Soccer Season has begun and games are held on Tuesday, Thursday and Friday nights and registration for our Summer Basketball Leagues for children ages six to eighteen is also

ongoing. The Recreation Department in conjunction with the Breath of New Life Ministries Youth Program, also known as HYPE, just completed its first week and we have eighteen members so far with a minimum limit set at thirty. If anyone is interested, they can contact Melinda Ware. This Program is for middle school children in the sixth through eighth grades and it provides homework help and recreational activities daily from 2:30 P.M. to 6:00 P.M. The Recreation Department sent four Basketball Teams to the Newburgh Zion Lion's Tournament during the weekend of April 16th and 17th and it was a great community event which provided an opportunity for families and friends to see our teams play since most of our Tournaments are held out of town. Our ninth grade boys team won the Championship in their division. We have begun work on the construction of our new Basketball Courts at Delano Hitch and it should be completed by the end of May. They hope to kick off the Grand Opening with a Memorial Day Basketball Tournament on May 30th. In Engineering, he showed a picture of the Wastewater Treatment Plant chlorine contact gate replacement. We need to have this gate in place in order to perform proper maintenance and cleaning on the other tanks that are separated by this gate. We do not know when the last time was that this maintenance was performed but our best guess is that it has been decades. In 2015, the City was experiencing problems closing the slide gate on the chlorine contact tank so we hired commercial divers to inspect the gate and determine why it was not working. We then had to hire a Contractor to remove the old gate and then fabricate and install a new one. On April 6th, the newly fabricated gate was ready to be installed and a crane was brought in to lift it and put it into proper placement. As part of the Storm Water MS4 Outfall Pipe Inspection he showed some pictures of the current condition of many of the pipes. This is another part of our compliance mandate and it integrates into our long-term control plan, which will result in a cleaner Newburgh and much more fishable Hudson River. This work ties in with tourism, recreation and the health of our community. He showed a photo of High School seniors visiting our Water Department exposing those who might consider a career in this most important field. As we have seen from examples in Flint Michigan and beyond, we need to be more curious about our water and do things that demand and expect more from all of us as it relates to our drinking water. He showed a photo of a pipe leaking on North Montgomery Street and said it is our desire to plug all of the leaks that have been discovered although we know that with the infrastructure and age we are going to continue to experience this. We intend to have regular inventories of all of our streets and noted that a lot of this work is being done at night. Our goal is to reduce our leaks to a trickle because at our peak we were losing over a billion gallons of water annually, which is equivalent to what Lake Washington holds when we are not in drought conditions. He showed some photos of water operators doing a chemical cleaning and a water line replacement being done and noted that our new water meter reading vans enable us to drive up and down the streets capturing the water meter readings. He showed a picture of the newly organized distribution garage as well as the Laboratory at our Water Department where we perform daily lab work with reports to the Department of Health. With the County and State Departments of Health we are addressing a few other water concerns and advised that as soon as we have a better idea technically about what they are talking about they will inform the community on some of the latest developments in our water quality for the City of Newburgh.

Monthly Comptroller's Report by John Aber

City Comptroller, John Aber submitted the Monthly Comptroller's Report. (copy attached)

PRESENTATIONS

Certificates of Recognition will be presented to acknowledge the volunteer work to keep city of newburgh clean and Green

The City Council presented Certificates of Recognition to acknowledge their volunteer work to keep the City of Newburgh Clean and Green to:

**PathStone
Safe Harbors
Shapiro's Furniture
Street Rock Ministries
Center for Hope
Nora & Fred Wilson
Edith King
Mark Coolidge
Abigail Flores
Teresa Pizarro
Cynthia Gilkeson
Gilma Savillon
George Cobbs
Lisa Edwards
Maria Chavarria
Jason Young
Roxie Royal
Taeshira Jacksonn
George Bowles
Armenth Carrington
Eugene "Unique" Davis
Paul Andrews**

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

There were no comments.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

There were no comments.

CITY MANAGER'S REPORT

Resolution No. 94 - 2016 - Res. to Amend Res.90-2016

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6
Adopted

Resolution No. 95 - 2016 - Res. & Release of Covenants for 166-168 Ann Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6
Adopted

Resolution No. 96 - 2016 Res. & Release of Covenants for 167 Broadway

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6
Adopted

Resolution No. 97 - 2016 Res. & Release of Covenants for 29 Maple Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6
Adopted

Resolution No. 98 - 2016 - Contract with BFJ Planning

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6
Adopted

Resolution No. 99 - 2016 - Purchase of 40 Benkard Avenue

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6
Adopted

Resolution No. 100 - 2016 - Purchase of 266 Carpenter Avenue

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6
Adopted

Resolution No. 101 - 2016 - Purchase of 141 Chambers Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6
Adopted

Resolution No. 102 - 2016 - Purchase of 411 First Street

Councilwoman Abrams noted that there is no relation to Councilwoman Mejia.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 103 - 2016 - Purchase of 70 Liberty Street WH

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 104 - 2016 - Purchase of 64 Johnston Street & 66 Johnston St

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 105 -2016 - Purchase of 11 Lutheran Street, 39 Lutheran Street & 41 Lutheran Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 106 - 2016 - Purchase of 16 Lutheran Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 107 - 2016 - Amendment to CH St. Lighting Authority Order

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 108 - 2016 - Governor's Traffic Safety Grant

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 109 - 2016 - FY 2015 Justice Assistance Grant

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No.110- 2016 - Technology Innovation for Public Safety BJA Grant

City Manager, Michael Ciaravino noted that this is the latest technology that some of the best managed cities are utilizing to determine precise locations of gunshots in real time

when they are fired. With this technology, we will be able to have immediate reportage and anywhere that it is being used has shown a decrease in gunshots fired in communities.

Mayor Kennedy noted that this technology is called *Shot Spotter* and we have been trying to find a way to get the money for this for some time so she wanted to thank our Police Department for being so diligent at going after these Grants.

Councilman Harvey thanked and congratulated Chief Cameron, our City Manager and the Police Department for this particular Grant. It goes along with a lot of the work that we have been discussing and working on in terms of the violent crimes here in the City of Newburgh. This is definitely something that he is excited about.

Councilwoman Mejia added that it seems like almost every other day we have an example here so she said to the Legislators, aside from themselves, who are listening tonight that our statistics are a reality of what we live in. The latest example was just on Johnston Street with a row of cars being shot up and luckily no one was harmed but it is still a reality and she thinks that by having this type of technology along with the surveillance cameras it is going to go a long way. She knows that the Police Department is investigating but the consequences of a bullet are real. It is not like you can restart a game and start all over again. This is a really bad reality that we need assistance with.

Mayor Kennedy said that everyone is working very hard to get there and that is the good news.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 111 - 2016 - JAG 2015-DJ-BX-0991

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 112 - 2016 - Summer Youth Employment

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Resolution No. 113 - 2016 - Great Urban Parks Campaign Grant Application

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

Councilwoman Rayford moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy, Mejia, Rayford - 6

Adopted

NEW BUSINESS

There was no new business to discuss.

OLD BUSINESS

There was no old business to discuss.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Omari Shakur, 113 First Street said that a young lady was attacked and chased recently on South Street by four men with a machete. They chased her for four blocks and someone finally tried to stop it but for three blocks no one saw what was going on and no police were on patrol? There is something wrong in our community right now. Three weeks ago his grandson was shot in the back and he received some information about it recently. Within ten hours he found names, photos and a license plate of the car for the people who did this. He said that tomorrow night at 12:00 on his Facebook he is going to post their pictures, names and addresses.

Kippy Boyle, Grand St., noted that Friday, April 29th is Arbor Day and DPW along with the Conservation Advisory Council will be planting nine more trees along Dubois Street by Downing Park. They are continuing the project to make that a gateway so if anyone is around at Noontime please join them and she hopes that some of the Council will attend also. The following day there will be an Urban Farm Fair at the new Safe Harbors Park and Volunteer Day at Washington's Headquarters and they hope that there is a good community turnout.

Phillip Howard, 24 Bush Avenue, said that he was approached recently with some information that disturbed him. He has been a lifelong resident of this community and worked for the City of Newburgh Fire Department risking his own life to save the lives of others. Members of this Council have accused him during a Work Session held on March 10, 2016 of allegedly having keys to a property owned by the City of Newburgh at 104 S. Lander Street. He was allegedly seen going in and out of this location after business hours but he stated, *"I do not now nor have I ever had any keys to this property"*. The only time that he has ever been in this building was during regular business hours for the purpose of visiting Pastor Austin and to bring donations to her Youth Empowerment Program or to see the work she was doing to help the youth stay off the streets. He said it was very embarrassing to have to defend himself against these allegations implying that he was accessing city owned property or had keys in his possession illegally. It is disturbing to him that members of this Council would make such an assertion publicly without first finding out that it was not true. This could have easily been done by picking up the phone, dialing his number and showing some professional courtesy. He knows that five out of

seven of the Council members have his phone number so it bothers him that this route was not taken. Instead, they decided to publicly have this conversation at a Work Session that is broadcast to the World and make allegations against him that were not true and unfounded. This is politics as usual in the City of Newburgh. He hopes that the way his name and character was impinged publicly in this Chamber that it will be cleared in the same manner and that it will be made a public record that on March 10, 2016 the conversation around this topic was erroneous and inaccurate.

Lilliam Howard, City of Newburgh, said that the City is moving along well but asked why is William Street closed and how long before it is reopened. She is concerned about shootings in the area and would like to know why there are cars parked on the street with no license plates. The windows have been shot out of them and they have been sitting there for over two months. There is another one there where children play basketball and it is jacked up on one side so if a child goes under there to get a ball and gets hurt the City will be sued because it is very dangerous. She got a ticket for parking in front of her home for street sweeping yet these abandoned cars are still sitting there.

Roxie Royal, Farrington Street, asked about the Skateboard Park that we have been planning and supposedly working on for the last two to three years yet we still don't have one. In the beginning, the youth came to meetings begging and asking the City for that Park and they worked on ways to get money for it. We see our teenagers in the streets everyday with skateboards and they are in danger. We are getting Grants for other Parks but what about our youth? We promised them this and then we don't follow through.

Mayor Kennedy asked to suspend the rules of order to speak about the Skateboard Park.

Councilwoman Abrams moved and Councilman Harvey seconded to suspend the rules of order.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Mejia, Councilwoman Rayford, Mayor Kennedy – 6

CARRIED

Mayor Kennedy asked Deirdre Glenn for an update because many of them are very concerned about getting this Skateboard Park and she had asked for it to be started this spring.

Deirdre Glenn, Planning & Development Director said that in the spring we didn't have the assurance of the money but we do have it now. The first and second phase of this Park is going to cost \$600,000.00 as we have a very elaborate Skateboard Park that has been planned at Delano Hitch in an area that will close down a children's playground. This bothers her personally because she visited this location three times this past weekend and that area was filled with young children. We have a bid but we don't have completed environmental studies but we are talking to the insurance agents as well as other municipalities to gather information.

City Manager, Michael Ciaravino added that they took a lesson from Tyrone Crabb Park

and how it was originally estimated to cost. We are studying a way to do the work on the Skateboard Park possibly in-house to save money on it. It is a pretty high sum of money for phases one and two and what the ultimate cost will be but they are looking to possibly report a cheaper way.

Mayor Kennedy said that they planned to move the Playground to another area at that location and we have made this promise. We voted on this and set money aside but just like with Tyrone Crabb Park the price keeps going up and then it has to be re-bid. We have to take some action on this. We made a commitment to this and these kids want to know where it is and when we are going to start it. We have \$100,000.00 from Senator Larkin to put towards this and we went through a learning experience but she wants to make sure that we are building it according to the design that was accepted. We have to start this spring because we have made promises and we have to get it moving.

Deirdre Glenn noted that it won't be started this spring because of the Environmental but possibly early this summer. She added that our Park is far more elaborate than others and we now have the money to do it but it is only the first phase.

Councilman Harvey said a recurring theme is that once decisions have been voted on and money earmarked for items such as this Skate Park, they somehow get stalled and take forever to move on which is very frustrating. If money and the motion has been approved, then we have to stop the stalling. The action needs to take place. The vote for this happened before he came onto the Council but the young people involved have consistently asked him when this is going to start.

Deirdre Glenn said that what was approved was a \$386,000.00 Skateboard Park and at that time the money was not secured in CDBG to fully pay for it. All of this has been a process of discovery and we only got approval of the funds a few weeks ago. The Environmental is half done and meanwhile she doesn't see anything wrong with doing our due diligence to learn more about insurance and management from other communities.

Councilman Harvey reminded everyone that the community supports the idea of the Skateboard Park having Tournaments and activities that would generate revenue for the City outside of kids just going there for recreation.

Mayor Kennedy said that they have to look at their process and remember that every time they pass a resolution and allocate money that it doesn't necessarily mean that the manpower is available. As part of our discussions in the future, we have to consider how a particular project fits into the timing of other projects and consider all of the aspects.

There being no further comments this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams thanked Ms. Harris for her comments and will join her in calling the Police. Nobody should be afraid to call the Police because that's what they get paid for and then they can go see what is going on. If you see an abandoned car on the street and they don't have a license plate then it can be towed but you have to make the call. In regard to the Skateboard Park, she agrees with Ms. Royal that the main problem with not

having one is that the kids are not skating in a safe place. It will get done but we have to go through all of these processes first so we are stepping in the right direction. She noted that New York State of Health is an Organization that will bring Obama Care to people who don't have it. They are seeking more people to enroll and all you have to do is call (855)355-5777 to enroll if you don't have health insurance. She thanked the Boy Scouts of American Troop 4027 in the Town of Newburgh for their work and support of our new Eagle Scout and his project of cleaning up the old Jewish Cemetery at Crystal Lake and the trail leading to it. The trail from Temple Avenue past Crystal Lake to Miller's Pond was cleaned up the weekend before and they removed nearly nine tons of trash so she wished to thank the Orange County Land Trust and Quassaick Creek Watershed Alliance for that cleanup also. The Scouts also designed, built and installed two six hundred pound concrete meditation benches outside the Cemetery gates and planted two shrubs. Through this entire cleanup all of the groups were aided by the Department of Public Works who in her opinion are the hardest working and most dedicated public employees. They went to a groundbreaking today at Safe Harbors and she thanked them for the wonderful Park that we are going to have. We will finally have a totally accessible Park that everyone can enjoy in this City that will benefit everyone.

Councilwoman Angelo said that she and Councilwoman Holmes wanted to thank the people in their Wards where they collected all kinds of garbage and people came and dropped off many items to throw away. It was a very successful day. We had many people out cleaning and bringing garbage to the dumpsters with food donated by Mr. Kaplan afterwards. She thanked Deirdre Glenn and her Department for the many more properties on the Agenda tonight. She noted that there is going to be an Urban Farm Fair this Friday night at 7:00 P.M. at the Armory. There will be a lecture on urban farming and booths set up to sell plants and vegetables. There are three new businesses in her Ward; Vesuvios, Hurricane and Broadway Market and they are all blooming with business. The Broadway Market is very clean and she is happy to see them there. She added that the Library will be holding a Making Music Program and an Adult Coloring Club to ease stress as well as Dance Group and Celebrate Spring in our Garden Programs. She thanked everyone for coming tonight.

Councilman Harvey said in response to Mr. Howard's comments regarding the issue of being accused of having keys to 104 S. Lander Street that he offered his apologies publicly for the record. He is a dear friend of his and he does not remember specifically how it came into the Work session but he saw a few e-mails about it and heard that this was being said. This wasn't pressing to him because he has a long standing friendship with Mr. Howard so he wasn't concerned about it until it came up which is when he asked that they get to the bottom of it. Mr. Stanton confirmed that Mr. Howard did not have keys to the building at 104 S. Lander Street and by no means in his position was he accusing Mr. Howard for having anything illegally. He just wanted to know specifically if those things were true, although he didn't believe them to be, so that they could be done with it and move on. Again, he said that by no means did he mean any harm or anything against Mr. Howard and his integrity because he is a pillar in our community. Concerning comments made by Omari Shakur he said that it horrifies him to hear that a young girl was chased by someone with a machete. It horrifies him because these are some of the issues that they are trying to address when we talk about violent crimes in our community where people's lives are in peril. He congratulated Safe Harbors for a successful citywide cleanup as well as Councilwoman Holmes and Councilwoman Angelo's Wards for collecting thirteen tons of

trash, which is awesome. He was on a trip to Akron, Ohio for the King James AAU Tournament and he is proud to say that both teams did very well. It was a great experience for him to be with these young basketball players who are mostly from Newburgh and encourage them to make good choices with their lives. He added that Mayor Kennedy, himself and Councilwoman Rayford were recently invited to Meadow Hill School to be on a Panel and to answer questions written specifically by the sixth, seventh and eighth grade government students. It was a blast with a lot of positive intellectual dialogue and it was a great exchange with the Administrators. It made his year to know that there are students actively engaged in civic activity who want to know how they can play a major role in contributing to making good things happening in the City of Newburgh. He wanted to give a shout out to Coach Harold Rayford, Sr., Councilwoman Rayford, Michael Fields and everyone involved in organizing the Zion Lions Basketball Tournament that happened a few weeks ago at Stewart Field. It was a wonderful experience and everyone had a great time. There are a lot of great things happening in the City of Newburgh and he thinks that we have genuinely turned the corner with the citywide cleanup, new Parks and our athletic programs. Lastly, he added that Coach Anthony Jenkins and the parents that went on the trip to Akron, Ohio really pulled their resources together financially to feed the kids so donations to the Boys and Girls Club of Newburgh or Zion Lions would be appreciated as they are in dire need of financial assistance. Any amount that people can donate to either one of these organizations will help because the season will probably go on until June and these kids have to travel so it will help with the financial cost that they have to incur.

Councilwoman Mejia thanked everyone for coming and said in response to Mr. Howard's concerns and statement that she wished to go on the record with her public apology for leaving things undone. The lesson that she learned from this is to always publicly ask if the accuracy has been checked. To an earlier comment made by Mr. Shakur she wanted to reiterate that if we see something we have to take some kind of action by either calling law enforcement or intervening because no action is not acceptable. We have to get involved and say something. In regard to the property process, people have seen that we are putting a lot of properties back on the tax rolls. If anyone is interested in purchasing from our In-Rem list, it is an open process with an application and a guide available that has all of the information on state and local programs as well as assistance programs available so it is a really good source. It is an open process so she encouraged everyone to take advantage of it. To piggyback on what Councilman Harvey was saying about donations she said that if there are any Community Events or Festivals coming then these organizations should set up a booth so that the community can be aware of these programs. The City Manager talked about the work that the City is participating in with the Attorney General and noted that they are aggressively implementing our Code Enforcement laws. If there are any items of concern such as what she called "*Evictions Gone Wild*" where individuals were removed and their belonging were just dumped on the sidewalk. We are working on this because it is not acceptable and we have had a rezoning effort to make everyone aware of the new ordinances and make sure that everyone is in compliance. If you see something, you must say something. She appreciates Mr. Howard coming up and stating his concerns because that is the only way that we are going to grow as a community. There are lots of things going on with Newburgh such as Last Saturday and the Urban Farm Fair so get connected and check the postings.

Councilwoman Rayford asked Corporation Counsel if they could do a resolution issuing a summons to people who are wearing pants below their waste.

Corporation Counsel, Michelle Kelson replied that they couldn't.

Councilwoman Rayford said that they do it in other communities so she wanted to try. She thanked the entire community and all Wards for coming out to clean on Saturday. Even the youth were out cleaning and on behalf of the Zion Lions they wanted to thank everyone who came out to support them physically and financially. They held a Raffle with first prize being a 42" Flat Screen TV, second prize was \$100.00 and the third prize was dinner for four at Red Lobster, which was won by our Deirdre Glenn. She added that Newburgh is heading in the right direction although we do have some issues going on. There was a shooting last night on Johnston Street and she called Councilwomen Mejia and Holmes to verify the craziness that is going on. Cars were shot up and windows shot out but people have to speak up. If you don't speak up then we don't know what is going on in our community. If you see something, say something. We have to be a voice and take a stand. Continue to Pray for our City, it's residents and the people who do businesses here.

Mayor Kennedy said that many people are involved with the clean and green and celebrating the Earth. We have talked about the bulk pick-up so as a team she wants to sit down with the City Manager and our DPW to work on creating a bulk pick-up program that they can bring back to the rest of the Council members to discuss. There are so many topics and issues that we all need to know and understand so maybe we need to list them all and then each one of the Council members can focus on specific areas. In regard to Philip Howard, she said that when she heard what was being said she just blew it off because she knew it wasn't true but someone took it and ran with it. It reminds her of the book called, *"The Four Agreements"*. Number one is, *"Be impeccable with your word"*. We have to stop saying and repeating things that we don't know to be true. When we hear these rumors, unless you know it to be fact don't repeat it because most times it is not true. The second agreement is, *"Don't make assumptions"*. Do not put your meaning on what you see or hear. The third is, *"Don't take it personal"* because it really isn't about you. The fourth is, *"Do the very best that you can on the first three"*. This will create more love, harmony, and friendship in the community. On the Meadow Hill School experience, she said that visiting the school was the highlight of her day as these kids were so excited and it was very heartwarming. She added that in regard to the properties, little by little we are getting rid of them and she believes that this year we took back less properties than in the past so some things are starting to shift. She thanked everyone for supporting the City because it moves us forward.

There being no further comments this portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:05 P.M.

**LORENE VITEK
CITY CLERK**



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

John J. Aber
City Comptroller
jaber@cityofnewburgh-ny.gov

TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilman – Torrance Harvey
Councilwoman – Regina Angelo
Councilwoman – Hillary Rayford
Councilwoman – Genie Abrams
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia

FROM: John J. Aber, City Comptroller *OK*

DATE: April 25, 2016

SUBJECT: City of Newburgh Financials – March 2016

Below are the highlights of the City of Newburgh revenue and expenses for the period from January 1, 2016 to March 31, 2016 (FY2016).

General Fund Revenue

Through March 2016, the City of Newburgh collected \$12.4 million compared to the annual revenue budget of \$43.5 million. Of the \$12.4 million collected, \$9.9 million was for Real Property Taxes and PILOT Payments, \$736k for Fund Balance transfer, \$746k in Enterprise Fund transfer, \$238k in Departmental Income and \$411k in Mortgage Tax and Use of Money. The remaining revenue was a combination of Miscellaneous Income and License and Permits.

General Fund Expense

Through March, the City expended \$11.5 million plus an additional \$318k in FY2015 encumbrances that rolled into FY2016. As we continue to close out FY2015, these encumbrances will be cancelled, accrued back to FY2015 or charged against the FY2016 Budget.

Overall Departmental expenses continue to be in-line with the approved budgets with the exception of Fire Overtime. Police Overtime is down \$93k compared to the same time last year and \$47k compared to this year's budget. Fire is \$19k higher in FY2016 compared to the same timeframe in FY2015 and \$25k compared to this year's budget.

Enterprise Fund Revenue

Through March 2016, the Enterprise Funds (Water, Sewer and Sanitation) generated a combined \$4.3 million in revenue.

Water has generated \$1.5 million or 24.2% of their FY2016 Revenue Budget.

Sewer has generated \$1.2 million or 20.5% of their FY2016 Revenue Budget.

Sanitation has generated \$1.6 million or 47.9% of their FY2016 Revenue Budget.

Enterprise Fund Expense

Through March 2016, Enterprise Funds expended \$3.1 million plus \$192k in FY2015 rollovers. All three Enterprise funds are projected to spend within their FY2016 Adopted Budget.

Trust and Agency Accounts

- **Misc Donations**

- CAC (former Shade Tree) - \$845
- National Night Out - \$0
- Gun Buyback - \$0 - \$1,535 transferred to Auxiliary Police
- Misc. Fire Dept. - \$39,000
- Landlord Registry - \$128,510
- Auxiliary Police - \$2,035

- **Police**

- Police Evidence - \$82,029
- Federal Seizure - \$14,101
- State Seizure - \$15,143
- Police Bicycle - \$552
- Police Donations - \$187

- **Celebrations**

- Puerto Rican Day - \$80
- International Festival - \$3,988
- Fireworks - \$2,635
- Memorial Day - \$91
- Trunk or Treat - \$0

RESOLUTION NO.: 94-2016

OF

APRIL 25, 2016

A RESOLUTION AMENDING RESOLUTION NO. 90-2016 OF APRIL 11, 2016 WHICH APPROVED A CONSENT JUDGMENT AND AUTHORED THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT TO RESOLVE THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 6582-2011, 6155-2012, 5374-2013, 4944-2014 and 5162-2015 INVOLVING SECTION 32, BLOCK 2, LOT 1.11 (RITE AID OF NEW YORK #1302)

WHEREAS, Rite Aid of New York #1302 has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016 tax assessment years bearing Orange County Index Nos. 6582-2011, 6155-2012, 5374-2013, 4944-2014 and 5162-2015; and

WHEREAS, it is necessary to amend Resolution No. 90-2016 of April 11, 2016 which authorized the settlement of these proceedings to correct a drafting error in the assessed values stated therein: and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Rite Aid of New York #1302 is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2016-2017 as tax map number 32-2-1.11 be set at an assessed value of \$1,332,400.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 32-2-1.11 be set at an assessed value of \$1,332,400.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 32-2-1.11 be set at an assessed value of \$1,332,400.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of

RITE AID OF NEW YORK #1302,

ORDER

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESS-
MENT REVIEW OF THE CITY OF NEWBURGH
AND THE CITY OF NEWBURGH, COUNTY OF
ORANGE, NEW YORK,

Index Number

2011-6582

2012-6155

2013-5374

2014-4944

2015-5162

Respondents.

Petitioner, having commenced tax assessment review proceedings against Respondents pursuant to Article 7 of the Real Property Tax Law relating to City of Newburgh tax map parcel 32-2-1.11 (657 Broadway), and the parties having executed a Stipulation of Settlement providing for the voluntary settlement and discontinuance of these proceedings;

NOW, THEREFORE, based upon the terms of the Stipulation of Settlement, it is

ORDERED, that the said proceedings be and the same hereby are discontinued with prejudice, on the merits; and it is further

ORDERED, the above identified proceedings for tax assessment review for tax year 2011-12 through 2015-16, be settled based upon the terms of the Stipulation of Settlement dated _____, 2016; and it is further

ORDERED, that the balance of the terms of the Stipulation dated _____, 2016
are incorporated by reference in this Order.

Dated: _____, 2016

At: Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of

RITE AID OF NEW YORK #1302,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESS-
MENT REVIEW OF THE CITY OF NEWBURGH
AND THE CITY OF NEWBURGH, COUNTY OF
ORANGE, NEW YORK,

Respondent.

STIPULATION
OF
SETTLEMENT

Index Number

2011-6582

2012-6155

2013-5374

2014-4944

2015-5162

This matter having been commenced by Notice of Petition and Petition for Review of Tax Assessment for assessment years 2011-12 through 2015-16, and the parties having reached a stipulation in settlement of these proceedings;

NOW, THEREFORE, it is hereby stipulated and agreed by and between the parties hereto and their respective attorneys that these proceedings be and hereby are settled upon the following terms and conditions:

1. The proceedings pursuant to Article 7 of the Real Property Tax Law by Petitioner against Respondents and currently pending in this Court, namely those relating to City of Newburgh tax map parcel 32-2-1.11 (657 Broadway) and bearing Orange County Index Nos. 6582-2011, 6155-2012, 5374-2013, 4944-2014, and 5162-2015 as set forth below are hereby discontinued with prejudice, on the merits.

2. The parties stipulate and agree to revised tax assessments for the referenced parcel as follows:

32-2-1.11 (643 Broadway)

<u>Assessment Year</u>	<u>Original Assessment</u>	<u>Revised Assessment</u>	<u>Amount of Reduction</u>
2011-12	\$1,424,900	\$1,424,900	\$0
2012-13	\$1,424,900	\$1,424,900	\$0
2013-14	\$1,424,900	\$1,424,900	\$0
2014-15	\$1,424,900	\$1,424,900	\$0
2015-16	\$1,424,900	\$1,424,900	\$0
2016-17	\$1,424,900	\$1,332,400	\$92,500
2017-18	-	\$1,332,400	-
2018-19	-	\$1,332,400	-

3. These revised and corrected assessments shall be administered in accordance with the provisions of Section 726 and 727 of the Real Property Tax Law.

Michael G. Ciaravino
City Manager
Dated:

STEVEN E. NAGENGAST, ESQ.
Janata, LaCap & Associates, PC
Attorney for the Petitioner
Dated:

Joanne Majewski
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents (2011, 2012,
2013)
Dated:

ERIC D. OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents (2014, 2015)
Dated:

RESOLUTION NO.: ⁹⁵ _____ -2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO CHESAPEAKE ASSOCIATES, LLC
TO THE PREMISES KNOWN AS 166-168 ANN STREET
N/K/A 166 ANN STREET (SECTION 36, BLOCK 2, LOT 21)**

WHEREAS, on May 15, 2006, the City of Newburgh conveyed property located at 166-168 Ann Street n/k/a 166 Ann Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 2, Lot 21, to Chesapeake Associates, LLC; and

WHEREAS, Chesapeake Associates, LLC, by its attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 166-168 Ann Street n/k/a 166 Ann Street, Section 36, Block 2, Lot 21, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated July 20, 2006, from the CITY OF NEWBURGH to CHESAPEAKE ASSOCIATES, LLC, recorded in the Orange County Clerk's Office on July 20, 2006, in Liber 12210 of Deeds at Page 1974 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2016

THE CITY OF NEWBURGH

By:

Michael G. Ciaravino, City Manager
Per to Resolution No.: -2016

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO.: 96 -2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO CHESAPEAKE ASSOCIATES, LLC
TO THE PREMISES KNOWN AS 167 BROADWAY
(SECTION 36, BLOCK 2, LOT 4)**

WHEREAS, on February 10, 2006, the City of Newburgh conveyed property located at 167 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 2, Lot 4, to Chesapeake Associates, LLC; and

WHEREAS, Chesapeake Associates, LLC, by its attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 167 Broadway, Section 36, Block 2, Lot 4, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated February 10, 2006, from the CITY OF NEWBURGH to CHESAPEAKE ASSOCIATES, LLC, recorded in the Orange County Clerk's Office on March 29, 2006, in Liber 12116 of Deeds at Page 669 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2016

THE CITY OF NEWBURGH

By:

Michael G. Ciaravino, City Manager
Per to Resolution No.: -2016

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO.: ⁹⁷_____ -2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO WILLIAM ROSE
TO THE PREMISES KNOWN AS 29 MAPLE STREET
(SECTION 25, BLOCK 4, LOT 9)**

WHEREAS, on January 5, 2011, the City of Newburgh conveyed property located at 29 Maple Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 25, Block 4, Lot 9, to William Rose; and

WHEREAS, Mr. Rose has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 29 Maple Street, Section 25, Block 4, Lot 9, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated January 5, 2011, from the CITY OF NEWBURGH to WILLIAM ROSE, recorded in the Orange County Clerk's Office on January 12, 2011, in Liber 13112 of Deeds at Page 0090 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2016

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2016

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 98 - 2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND ENTER INTO AN AGREEMENT WITH
BFJ PLANNING FOR PROFESSIONAL PLANNING SERVICES
AT A COST NOT TO EXCEED \$35,000.00 TO COMPLETE THE
DRAFT LOCAL WATERFRONT REVITALIZATION PLAN**

WHEREAS, the City of Newburgh has determined to revise and update the City's Local Waterfront Revitalization Plan ("LWRP"); and

WHEREAS, it is necessary and appropriate to retain professional planning services to assist and advise the City in incorporating the comments of the NYS Department of State in order to complete the draft LWRP; and

WHEREAS, after due consideration and evaluation the firm of BFJ Planning has been identified as qualified, able and cost-effective and the preferred firm to provide said services; and

WHEREAS, the cost of the planning services shall not exceed \$35,000.00 and funding will be derived from A.8684.0448 Planning & Development – Other Services

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh, with BFJ Planning for professional planning services to complete the draft Local Waterfront Revitalization Plan of the City of Newburgh at a cost of Thirty-Five Thousand (\$35,000.00) Dollars.

BFJ Planning

PLANNING
URBAN DESIGN
ENVIRONMENTAL ANALYSIS
REAL ESTATE CONSULTING
TRANSPORTATION PLANNING

April 7, 2016

Deirdre Glenn, Director of Planning and Development
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Proposal for Completion of LWRP Update

Dear Ms. Glenn,

To follow up on our recent correspondence with your staff on updates and revisions to the Newburgh LWRP, we propose to assist the City of Newburgh with the following scope of work:

1. Revise LWRP Sections 2 and 5 to incorporate the City's zoning update adopted in 2015. This update will include a revised description of zoning in the LWRP area and a revised zoning map.
2. In coordination with the City Planning Department and Conservation Advisory Council, undertake a comprehensive review of LWRP Section 4 to determine which projects proposed in the July 2014 Draft LWRP remain relevant, and whether any projects need to be amended, removed or added.
3. Complete any other necessary minor revisions which may be necessary to reflect current conditions in the City and incorporate changes since July 2014.
4. Compile a complete Draft LWRP and accompanying SEQR documentation (expanded EAF) for consideration of acceptance by the City Council.
5. Upon City Council acceptance, assist in submission of the Draft LWRP to the New York State Department of State (NYDOS) for the required 65-day review.
6. Upon receipt of comments from NYSDOS, complete one round of revisions to incorporate the comments.

After our completion of revisions to incorporate NYSDOS comments, the City Planning Department would be in position to submit the Final Draft LWRP to the NYSDOS for acceptance and to the City Council for adoption.

We propose to complete the above scope of work within eight months, which includes the mandated 65-day review period by the NYSDOS. We would bill on a time and expense basis against the attached rates, for a total budget not to exceed \$35,000. The scope would include a kickoff meeting with City Planning Department staff, one public information session and a total of four meetings with the Conservation Advisory Council, as follows:

- Meeting #1: Kickoff to review changes since July 2014 Draft LWRP and discuss potential changes to Section 4 (projects).

CHARLOTTE
CHICAGO
NEW YORK CITY
PITTSBURGH
STAMFORD

PAUL BUCKHURST Ariba, AICP
FRANK S. FISH FAICP
GEORGES JACQUEMART PE, AICP

BUCKHURST FISH
& JACQUEMART, INC.
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7474
F. 212.353.7494

WWW.BFJPLANNING.COM

BEJ Planning

PLANNING
URBAN DESIGN
ENVIRONMENTAL ANALYSIS
REAL ESTATE CONSULTING
TRANSPORTATION PLANNING

- Meeting #2: Discussion of proposed projects and preparation for the public information session.
- Meeting #3: Debriefing of public information session and confirmation of projects.
- Meeting #4: Review of NYSDOS comments and discussion of potential revisions to Draft LWRP.

If you have any questions or need additional information, please do not hesitate to contact me directly at 212-353-7476.

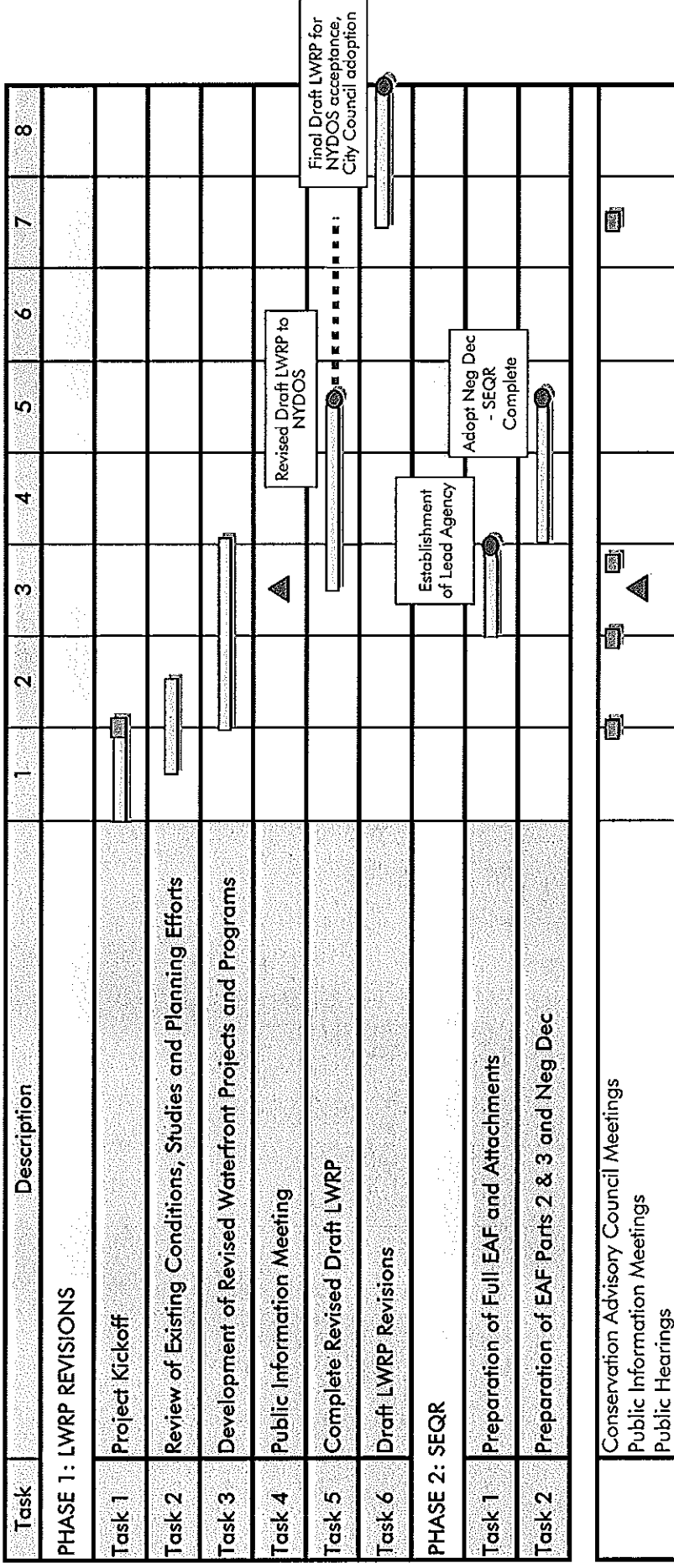
Sincerely,

A handwritten signature in black ink, appearing to read "Frank S. Fish". The signature is fluid and cursive, with a large, stylized "F" and "S".

Frank S. Fish, FAICP
Principal

cc. Michelle Kelson, Esq., Corporation Counsel
Naomi Fay, Executive Assistant to the City Manager

City of Newburgh LWRP Update Project Timeline



- Key:**
- Major Deliverable
 - Conservation Advisory Council Meeting
 - Public Information Meeting
 - On-going meetings and tasks/document review/public review period

RESOLUTION NO.: 99 - 2016

OF

APRIL 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 40 BENKARD AVENUE (SECTION 45, BLOCK 3, LOT 10)
AT PRIVATE SALE TO AAMIR MUMTAZ FOR THE AMOUNT OF \$22,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 40 Benkard Avenue, being more accurately described as Section 45, Block 3, Lot 10, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
40 Benkard Avenue	45 - 3 - 10	Aamir Mumtaz	\$22,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale
40 Benkard Avenue, City of Newburgh (45-3-10)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will

be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 25, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 100 - 2016

OF

APRIL 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 266 CARPENTER AVENUE (SECTION 7, BLOCK 7, LOT 42)
AT PRIVATE SALE TO GEORGE DUNLOP AND KERRIANN GUNERATNE
FOR THE AMOUNT OF \$7,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 266 Carpenter Avenue, being more accurately described as Section 7, Block 7, Lot 42 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
266 Carpenter Avenue	7 - 7 - 42	George Dunlop Kerriann Guneratne	\$7,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale
266 Carpenter Avenue, City of Newburgh (7-7-42)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the

purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 25, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 101 - 2016

OF

APRIL 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 141 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 19)
AT PRIVATE SALE TO BENTLEY MEEKER FOR THE AMOUNT OF \$7,300.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 141 Chambers Street, being more accurately described as Section 18, Block 4, Lot 19 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
141 Chambers Street	18 - 4 - 19	Bentley Meeker	\$7,300.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

141 Chambers Street, City of Newburgh (18-4-19)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the 2016 City and County taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the properties are vacant and unoccupied. These parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 25, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 102 - 2016

OF

APRIL 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 411 FIRST STREET (SECTION 28, BLOCK 1, LOT 3)
AT PRIVATE SALE TO SHYLA MEJIA FOR THE AMOUNT OF \$19,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 411 First Street being more accurately described as Section 28, Block 1, Lot 3 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
411 First Street	28 - 1 - 3	Shyla Mejia	\$19,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

411 First Street, City of Newburgh (28-1-3)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
7. Notice is hereby given that the properties are vacant and unoccupied. These parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At

closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 25, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 103 - 2016

OF

APRIL 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 70 LIBERTY STREET WH (SECTION 48, BLOCK 5, LOT 35)
AT PRIVATE SALE TO LAMONT STAPLES FOR THE AMOUNT OF \$44,550.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 70 Liberty Street WH, being more accurately described as Section 48, Block 5, Lot 35 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
70 Liberty Street WH	48 - 5 - 35	Lamont Staples	\$44,550.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

70 Liberty Street WH, City of Newburgh (48-5-35)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 25, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 104 - 2016

OF

APRIL 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 64 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 20) AND
66 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 21)
AT PRIVATE SALE TO BENTLEY MEEKER FOR THE AMOUNT OF \$26,180.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 64 Johnston Street and 66 Johnston Street, being more accurately described as Section 23, Block 7, Lots 20 and 21, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
64 Johnston Street	23 - 7 - 20	Bentley Meeker	\$16,500.00
66 Johnston Street	23 - 7 - 21		\$ 9,680.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale
64 Johnston Street, City of Newburgh (23-7-20)
66 Johnston Street, City of Newburgh (23-7-21)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the properties are vacant and unoccupied. These parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed

by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 25, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has

no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 105 - 2016

OF

APRIL 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 11 LUTHERAN STREET (SECTION 29, BLOCK 9, LOT 8),
39 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 13) AND
41 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 12)
AT PRIVATE SALE TO BENTLEY MEEKER FOR THE AMOUNT OF \$15,205.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 11 Lutheran Street, 39 Lutheran Street and 41 Lutheran Street, being more accurately described as Section 29, Block 9, Lot 8, Section 29, Block 3, Lot 13 and Section 29, Block 3, Lot 12, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
11 Lutheran Street	29 - 9 - 8	Bentley Meeker	\$8,220.00
39 Lutheran Street	29 - 3 - 13		\$3,220.00
41 Lutheran Street	29 - 3 - 12		\$3,765.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

11 Lutheran Street, City of Newburgh (29-9-8)

39 Lutheran Street, City of Newburgh (29-3-13)

41 Lutheran Street, City of Newburgh (29-3-12)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the properties are vacant and unoccupied. These parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 25, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 106 - 2016

OF

APRIL 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 16 LUTHERAN STREET (SECTION 29, BLOCK 8, LOT 12)
AT PRIVATE SALE TO NELSON CASTANO FOR THE AMOUNT OF \$25,600.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 16 Lutheran Street, being more accurately described as Section 29, Block 8, Lot 12 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 25, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
16 Lutheran Street	29 – 8 – 12	Nelson Castano	\$25,600.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

16 Lutheran Street, City of Newburgh (29-8-12)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the 2016 City and County taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 25, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 107 -2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER
WITH CH ENERGY GROUP, INC.**

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., authorize the replacement of "Rate A" fixtures in need of repair or replacement with an equivalent LED fixture; and

WHEREAS, the replacement with LED fixtures will take place only during routine maintenance or in response to a report of a street light out; and

WHEREAS, there will be no upfront cost to the City of Newburgh for said replacement and will result in a reduction of electrical costs to the City over time;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached amendment to the Street Lighting Authority Order.

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, NY 12601
(845) 452-2700

Blanket LED Street Lighting Authority Order

(Municipality)

(Address)

(City, State Zip)

To Central Hudson Gas & Electric Corporation:

You are hereby authorized to make changes specified below to the street lighting service for all street lighting districts located within the _____ of _____, in accordance with a resolution duly adopted as provided by law by the _____ (Council/Board) of the _____ of _____ at a meeting held on _____, 20__ as follows:

_____ All Rate A street lights which fail shall be replaced with an LED equivalent fixture.
(indicate yes or no)

These changes are subject to the terms of the existing street lighting service classifications and does not include the cost of electricity.

Municipality: _____ By: _____

Date: _____, 20__ Title: _____

Dear Community Leader.

As you may be aware, Central Hudson was recently granted Public Service Commission approval to offer municipalities the option to lease high efficiency Light Emitting Diode (LED) street lights. The new LED fixtures are Rate A, Central Hudson owned and maintained street lights and have an expected life of nearly twelve years, offering significant savings on maintenance and operating costs, while providing environmental benefits to municipalities and residents. Because LED streetlights use less electricity, these fixtures will save your municipality on annual street light costs. Please see below for an example of the savings associated with an LED streetlight versus a traditional Sodium Vapor streetlight. A full list of the rates are posted in the Service Classification No. 8 in our most recently approved tariff dated August 13th, 2015.

Sodium Vapor Lights	Annual kWh	Annual Rate	VS	Equivalent LED	Annual kWh	Annual Rate	Rate Savings	Energy Savings
70 Watt Sodium Vapor	344	\$ 156.13		39 Watt LED	156	\$ 140.18	(\$15.95)	(\$14.97)
150 Watt Sodium Vapor	720	\$ 173.53		82 Watt LED	328	\$ 158.03	(\$15.50)	(\$31.21)
250 Watt Sodium Vapor	1264	\$ 210.39		93 Watt LED	372	\$ 191.01	(19.38)	(\$71.02)

Effective immediately, Central Hudson is seeking your approval to change existing "Rate A" fixtures in need of repair or replacement with an equivalent LED fixture. The replacement will take place only during routine maintenance or when we respond to a report of a street light out. There will be no upfront or installation charge to your municipality. We will complete the replacement and update the billing based on the annual costs in the above table. If you agree please execute the attached form and return to us at your earliest convenience.

If you have any questions please contact us...

Newburgh District Director	610 Little Britain Road, New Windsor, NY 12553 Lisa Carver lcarver@cenhud.com	845-563-452911
Fishkill District Director	25 Central Hudson Way, Fishkill NY 12524 Victor Narkaj vnarkaj@cenhud.com	845-897-6152
Poughkeepsie District Director	284 South Avenue, Poughkeepsie, NY 12601 Jeff Doane idoane@cenhud.com	845-486-5474
Kingston & Catskill District Director	2001 Rt. 9W, Kingston, NY 12449 Joe Hetsler jhetsler@cenhud.com	845-334-3513

Anita Carfora
Business Development Associate
610 Little Britain Road
New Windsor NY 12553
Phone (845) 563-4585

RESOLUTION NO.: 108 - 2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A STATE OF NEW YORK
GOVERNOR'S TRAFFIC SAFETY COMMITTEE POLICE TRAFFIC SERVICES
PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$46,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee Police Traffic Services Program Grant in the amount of \$46,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for speed enforcement, seatbelt enforcement, driving while texting and other dangerous driving related enforcement activities; and

WHEREAS, this Council has determined that applying for and accepting such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a State of New York Governor's Traffic Safety Committee Police Traffic Services Program Grant in an amount not to exceed \$46,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Police Traffic Services (PTS)	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Cameron
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Governor's Traffic Safety Committee	GRANT SUBMITTAL DATE: 05/01/16	AMOUNT OF AWARD: Maximum award \$46,000.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No, however fridge is not covered.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: This is a reimbursement award	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: Traffic Enforcement (ex. RADAR enforcement, seatbelt enforcement, driving while texting) Key Stakeholders: City of Newburgh Police Department, Drivers Project Timeline: (ex. Dates) Application due 05/01/16,		



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Document Information: [PTS-2017-Newburgh City PD -00126](#)

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POLICE TRAFFIC SERVICES (PTS) OVERVIEW NARRATIVE

PROJECT OVERVIEW -- The Federal Fiscal Year 2017 Police Traffic Services grant program will provide funding to law enforcement agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. Participation in the national Click It or Ticket seat belt enforcement mobilization is required, as is having a current mandatory seat belt use policy in place for police officers of the department. This objective is consistent with New York State's ongoing commitment to reduce motor vehicle crashes and their resulting injuries and deaths. All law enforcement agencies are encouraged to apply for this funding to supplement their existing traffic law enforcement efforts to reduce dangerous driving behaviors.

Police agencies are directed to correlate crash causing traffic violations or driver behaviors with specific times and locations in their jurisdictions so their officers may participate in details directly related to identified problems. The PTS grant program will fund enforcement for violations including speed, dangerous driving, aggressive driving, distracted driving, seat belt and child restraint violations and a number of other enforcement issues identified that will allow each participating agency to tailor its proposal to impact on its jurisdiction's specific traffic problems. Impaired driving dedicated details are NOT funded through the PTS grant program.

PROJECT SCOPE AND ACTIVITIES -- Due to New York State's geographic size, diverse demographics and disparity in the size of law enforcement agencies, a "one size fits all" approach may not be the most effective mechanism to impact the variety of issues confronting our traffic safety community. The PTS grant program promotes flexibility and encourages all participating agencies to design a project that targets their specific concerns and subsequently meets their traffic safety objectives. Program components should be carefully selected to address a defined local traffic safety problem. Applicant agencies must use traffic and crash data to define their problems and to plan their details. These could include year-long local initiatives, local inter-agency details, as well as specific enforcement details identified by the GTSC. Assistance on writing SMART objectives can be found at www.cdc.gov/healthyyouth/evaluation/pdf/brief3b.pdf. Assistance on enforcement strategies can be found in the NHTSA publication "Countermeasures That Work" (www.nhtsa.gov).

In addition to the enforcement activity identified in their project proposal, all agencies must participate in the 2017 Click It or Ticket seatbelt enforcement mobilization. No other enforcement activities will be funded during the two-week mobilization period -- May 22 - June 4, 2017.

All agencies that are funded through the PTS program are also expected to enforce seat belt and child restraint laws throughout the grant cycle.

Agencies must have a department seatbelt policy that requires mandatory seatbelt use by their officers (barring exigent circumstances) to qualify for this grant. Copies of a sample policy are available from the New York State Association of Chiefs of Police and the New York State Sheriff's Association. If your agency is a new applicant or was denied funding in FY2016, the mandatory seat belt use policy must be uploaded as part of this application in the attachments section.

Applications must be endorsed by the applicant's County Traffic Safety Board. The GTSC will not consider applications that have not been properly endorsed.

New in 2017: Block grants are no longer allowed. Each agency is responsible for applying for and managing its grant funding to conduct traffic enforcement.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- speeding violation
- aggressive driving violations
- seat belt and child restraint violations and mandatory Click It or Ticket mobilization participation
- distracted driving violations
- No Empty Chair enforcement initiatives
- pedestrian safety violations
- motorcycle safety violations
- passing stopped school buses violations and Operation Safe Stop participation
- participation in other special enforcement campaigns identified by the GTSC.
- routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions. Grant funds cannot be used for weight details, commercial vehicle inspection operations or any other activity relating solely to commercial vehicles or for impaired driving details.)

Agencies will develop their project's target enforcement areas in the application's PTS Project Proposal.

GENERAL GUIDELINES AND REQUIREMENTS -- Grant funding must be primarily used to support dedicated overtime police patrols targeting identified traffic violations that increase the frequency and severity of crashes in the jurisdiction. Applicants may request up to the maximum grant amount of \$46,000. There is no minimum request amount. Funding for this program coincides with the federal fiscal year, October 1 - September 30. Grant projects are funded for one year periods, based on the availability of federal funding and the performance of the grantee. A new application must be submitted

each year.

ALLOWABLE COSTS - This project is designed to reimburse participating agencies for personal services costs for dedicated traffic law enforcement activities and limited and justified project related equipment and travel to in-state GTSC related events. All budget requests must be properly documented and fully justified. The GTSC reserves the right to limit a maximum allowance for some equipment purchases. When preparing a budget, it is important to remember that federal guidelines permit the funding of some costs and specifically prohibits the funding of others. Please refer to the Highway Safety Program Guide for a list of allowable costs. If you have any questions on allowable and unallowable costs, consult the GTSC while preparing your application budget, and definitely before incurring the cost. Any equipment purchased under a GTSC grant must be obtained before July 31 so that it may be used during the project period.

REPORTING - Agencies are required to report all grant related activity. The semi-annual report is due on April 15, reporting for the first six months of the project. The enforcement mobilization report is due on June 18, 2017—two weeks after conclusion of the Click It or Ticket mobilization. The final report is due by October 15 reporting activity that occurred from April 1 to September 30. Information requested in these reports includes the number of funded hours expended, traffic law enforcement activity, UTTs, crash data for the period in question and a brief narrative explaining the project's progress and/or problems. This reporting is required regardless of the actual date of the contract or the type of activity undertaken during the period. If an agency did not use grant funds during the reporting period, a report is still required. GTSC may request that agencies participate in additional enforcement activities or statewide mobilizations and will provide a format to report.

REQUESTING REIMBURSEMENT - Payment requests are due quarterly. Further, all payment requests for reimbursement of project costs incurred must be submitted by October 31. The GTSC cannot reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. NHTSA will not reimburse late claims. Equipment required to conduct the project activities as described in the approved grant budget must be ordered and received by July 31. For personal services reimbursement, we recommend the form, "Itemized Listing of Enforcement Hours" (PS-1), be submitted with the claim. Agencies must request reimbursement for actual individual officer pay rates. Detailed instructions for submitting payment requests may be found at: <http://www.safeny.ny.gov/HS-Forms/ClaimforPayment-InstructionGuide.pdf>


☐ I agree to the terms and conditions stated above.*

APPLICATION DEADLINE - Applications must be submitted to GTSC online through the GTSC's eGrants system. **New in 2017:** Applications are due by May 1. Any applications submitted after the due date will not be considered for grant funding.

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Police Traffic Services (PTS) Overview Narrative			
	Applicant And Project Information			

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RESOLUTION NO.: 109 - 2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM GRANT
TO PROVIDE FOR COMPUTERS AND EQUIPMENT
FOR THE TRUCK ONE MOBILE SUBSTATION AND COMMUNICATIONS CENTER
FOR THE CITY OF NEWBURGH POLICE DEPARTMENT
IN AN AMOUNT NOT TO EXCEED \$17,500.00 WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Program grant in the amount of \$17,500.00 with no City match required; and

WHEREAS, such grant funding will provide computers and equipment for the Truck 1 mobile substation and communications center for use in the event of a total power loss, to erect a protective awning over Truck 1 to facilitate rapid deployment and to purchase scheduling software to assist in managing shift schedules for officers; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded would be in the best interests of the City of Newburgh and its residents, and the City of Newburgh Police Department;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Division of Criminal Justice Services, Edward Byrne Memorial Justice Assistance Program Grant, to provide for computers and equipment for the Truck One Mobile Substation and Communications Center for the City of Newburgh Police Department with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Truck 1	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Daniel Cameron Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: FY 2015 Justice Assistance Grant LG15-1304-D00/BJ15-1033-D00	GRANT SUBMITTAL DATE: April 7, 2016	AMOUNT OF AWARD: \$17,500.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
<p>PROJECT PLAN: Outfit Truck 1 with computers and equipment so it may be utilized as a mobile substation and communications center in the event of a total loss of power / erect a protective awning over vehicle to facilitate rapid deployment / purchase scheduling software to assist in managing shift schedules and overtime and time off for Officers.</p> <p>Scope of Project:</p> <p>Key Stakeholders: City of Newburgh Police</p> <p>Project Timeline: (ex. Dates)</p>		



CITY OF NEWBURGH POLICE DEPARTMENT

PUBLIC SAFETY BUILDING

55 BROADWAY

NEWBURGH, NY 12550-5698

TEL: (845) 561-3131 FAX: (845) 561-9052 OR (845) 565-5662

FY 2015 Justice Assistance Grant
City of Newburgh Police Department
GMS project ID number: BJ15-1033-D00
DCJS number: BJ15637256
Award amount: \$17,500

Program Description

Prepared by: Chief of Police Daniel Cameron

Date prepared: January 15, 2016

The City of Newburgh Police Department requests funding for equipment to be utilized within our recently acquired Mobile Police Station. Currently, the vehicle does not contain any equipment that can be utilized by officers on the road to process arrests, complete reports and dispatch.

1. Computer work stations (2)
2. Printer
3. Computer Aided dispatch license and installation
4. Phone system
5. Connectivity

Budget for items 1-5 = \$11,000

6. Steel awning structure to park the vehicle beneath.

Budget for item 6 = \$4,000

The City of Newburgh Police Department requests funding for scheduling software. The police department currently utilizes a paper system of scheduling. A modern computer program for scheduling all personnel is needed.

7. Schedule Anywhere 1-year agreement

Budget for item 7 = \$2,346.00

Total request = \$17,346

RESOLUTION NO. 110 - 2016

OF

APRIL 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A UNITED STATES DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE ASSISTANCE
TECHNOLOGY INNOVATION FOR PUBLIC SAFETY PROGRAM GRANT
IN THE AMOUNT OF \$432,600.00 WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Police Department wished to apply for a United States Department of Justice Bureau of Justice Assistance Technology Innovation for Public Safety Program Grant in an amount not to exceed \$432,600.00 with no City match required; and

WHEREAS, such funding will provide for shotspotter technology to identify locations of gunfire to enhance rapid response by Police, aid in investigative efforts and utilize data to establish hotspots for targeted enforcement and foot patrols; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of the City of Newburgh residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept if awarded a United States Department of Justice Bureau of Justice Assistance Technology Innovation for Public Safety Program Grant in the amount of \$432,600.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Shotspotter	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Daniel Cameron Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: Technology Innovation for Public Safety (TIPS) Dept. of Justice Bureau of Justice Assistance	GRANT SUBMITTAL DATE: April 20, 2016	AMOUNT OF AWARD: \$432,600.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: Utilize shotspotter technology to identify locations of gunfire to enhance rapid response by Police, aid in investigative efforts and utilize data to establish hotspots for targeted enforcement and foot patrols.

Scope of Project:

Key Stakeholders: City of Newburgh Police

Project Timeline: (ex. Dates) October 1, 2016 - April 1, 2018 (18 months)

SECTION B. FOR REVIEW BY CITY COMPTROLLER

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the implementation of innovative and replicable projects that combat precipitous increases in crime. This program furthers the Department's mission by assisting state, local, and tribal jurisdictions in reducing crime and improving the functioning of the criminal justice system through more effective information sharing, multi-agency collaboration, and implementation of data-driven, evidence-based strategies.

Technology Innovation for Public Safety (TIPS): Addressing Precipitous Increases in Crime FY 2016 Competitive Grant Announcement

Applications Due: April 20, 2016

Eligibility

There are two categories under this solicitation: (1) innovative technology implementation to address precipitous increases in crime and (2) training and technical assistance to assist grantees in project implementation and collection of data to assist BJA in identifying promising practices. Eligible applicants, for Category 1, are limited to public agencies of state governments, units of local government, and federally recognized Indian tribal governments that perform law enforcement functions (as determined by the Secretary of the Interior) (or government agencies acting as fiscal agents for one of the previously listed eligible applicants); and, for Category 2, national and regional public and private entities, including for-profit (commercial) and nonprofit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, and institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system. For-profit organizations must agree to forgo any profit or management fee.

To be eligible for funding in category 1, applicants must propose solutions that will be deployed to jurisdictions that are currently experiencing precipitous or extraordinary increases in crime, in accordance with 42 U.S.C. § 3756(b)(1) to assist them in addressing these increases.

BJA welcomes applications that involve two or more entities that will carry out the funded federal award activities; however, one eligible entity must be the applicant and the other(s) must be proposed as subrecipient(s). The applicant must be the entity with primary responsibility for administering the funding and managing the entire project. Only one application per lead applicant will be considered; however, a subrecipient may be part of multiple proposals. If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application

should address the considerations outlined in the Financial Guide. The approval of the application or award does not automatically approve the sole sources over the threshold.

BJA may elect to make awards for applications submitted under this solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

Deadline

Applicants must register with [Grants.gov](https://grants.gov) prior to submitting an application. All applications are due to be submitted and in receipt of a successful validation message in Grants.gov by 11:59 p.m. eastern time on April 20, 2016.

All applicants are encouraged to read this [Important Notice: Applying for Grants in Grants.gov](#).

For additional information, see [How to Apply in Section D: Application and Submission Information](#).

Contact Information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, or via email to support@grants.gov. The [Grants.gov](#) Support Hotline hours of operation are 24 hours a day, 7 days a week, except federal holidays.

Applicants that experience unforeseen Grants.gov technical issues beyond their control that prevent them from submitting their application by the deadline must email the BJA contact identified below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under "Experiencing Unforeseen Grants.gov Technical Issues" in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncichat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Grants.gov number assigned to this announcement: BJA-2016-8994

Release date: March 3, 2016

Cameron, Daniel

From: Jack Pontious <jpontious@shotspotter.com>
Sent: Friday, April 08, 2016 4:36 PM
To: Cameron, Daniel
Cc: Wood, Michael (DCJS); Wood, Amanda
Subject: ShotSpotter - Precision Policing and Positive Outcomes

Importance: High

Greetings Chief Cameron,

I am looking forward to meeting you, and working with Amanda Wood and Deputy Commissioner Wood, to help identify funding resources for a ShotSpotter program in Newburgh.

I'm also writing you today to highlight the different methods cities are using to prevent and reduce gun violence in their most disadvantaged communities and offer you a truly transformative technological tool.

The police departments in Denver, Sacramento, New Haven, New York City, Miami, Omaha, Hartford, Boston, Wilmington, Camden, Washington DC, Kansas City, San Antonio, Minneapolis and many others have chosen to deploy ShotSpotter Flex gunfire detection/location service to help guide their response, investigative efforts and, importantly, their community engagement efforts.

As you may be aware, agencies are increasingly using NIBIN ballistic imaging technology to link disparate gun-crime scenes where expended shell casings have been recovered. This process works only when responding officers locate and collect the physical evidence, i.e. shell casings which can be problematic in many instances: adverse weather, darkness, difficult geography, multiple, related locations, etc.

ShotSpotter Flex greatly mitigates or eliminates these problems by providing responding officers with the precise location(s) where offenders are firing their weapons and leaving ballistic evidence. Lacking the very specific latitude/longitude of a gunman (that Flex provides) hampers comprehensive, efficient response and evidence recovery. Additionally, since it's well documented that citizens only call 9-1-1 about 20% of the time, the opportunity to catch a shooter in the act or locate evidence is immensely reduced unless ShotSpotter Flex is part of the police tool kit.

Police agencies using ShotSpotter Flex have the advantage of being able to contact citizens directly affected by gunfire: since Flex puts "cops on dots" exactly where gunfire occurs, agencies have the opportunity to contact neighborhood residents, offer assistance, solicit information and generally demonstrate that they actually understand and care about the difficulty experienced by these citizens dealing with gun violence. This process can and does give the police departments the chance to establish or reestablish credibility with struggling communities who may require significant reassurance.

The use of NIBIN technology to link shooting events has proven to be exceptionally useful in cities across the country. Paired with ShotSpotter Flex's precision, serial shooters may be apprehended far earlier in the cycle of violence which translates to fewer victims, and much better outcomes for communities.

It is gratifying to see ShotSpotter called out regularly in the press as a powerful tool but you can be sure that it is in no small part due to the success of innovative, technology led, neighborhood policing initiatives. That is always how technology really succeeds, good people using it effectively.

These are just a few recent examples of the kind of positive feedback loop we see at ShotSpotter, where improvements in reducing gunfire can be measured and verified, and publicized, leading to even more improvements.

http://www.huffingtonpost.com/entry/nypd-low-crime-first-quarter-2016_us_5702b0dae4b0a06d580653e3

<http://www.courant.com/community/hartford/hc-hartford-shotspotter-expansion-20160328-story.html>

<http://www.nhregister.com/general-news/20160320/detected-new-haven-gunfire-down-38-percent-in-2015-report-says>

http://www.pressofatlanticcity.com/eedition/news/gunshots-decline-in-a-c/article_739865ca-b6ca-53cb-ad9f-dc70b4381ff2.html

Please let me know if you would like me to send along some documents to look over that specifically address best practices, what to expect and what your results are likely to be. I can also send the names and contact information from a few agencies for you to reach out to so you may get unvarnished information about what's working and what isn't from current implementers.

These objective opinions from others should bolster your confidence in the ShotSpotter Flex service and clarify the logic behind the possible changes to some of your current processes, that would successfully combine the ShotSpotter experience with comprehensive response, evidence collection, NIBIN submission and tracing recovered firearms. Our customers overwhelmingly tell us that the amount of evidence they collect has jumped dramatically when they added ShotSpotter Flex to the equation.

Please let me know if we can meet to discuss these ideas in depth as well...

Sincerely and Respectfully,

Jack



Jack Pontious
Director, Northeast Region
Washington, DC

tel: 510.794.3112
mobile: 202.258.0141
fax: 650.887.2106
jack@shotspotter.com
[Read our latest BLOG.](#)
www.ShotSpotter.com



The Fight to Stop Gun Violence Starts with ShotSpotter

RESOLUTION NO.: ¹¹¹_____ - 2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTER-LOCAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN CONNECTION
WITH THE 2015 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

WHEREAS, the Justice Assistance Grant ("JAG") Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2015 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, the County has agreed to set aside \$19,610.00 from the 2015 Local JAG Award – 2015-DJ-BX-0991 for the City of Newburgh with no City match required to be used toward the cost of upgrading the City of Newburgh street camera surveillance equipment;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an inter-local agreement between the County of Orange and the City of Newburgh in connection with the 2015 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of said program (the "Grant") and under the terms and conditions of the agreement, a copy of which is attached hereto, for various important law enforcement functions for the City of Newburgh and other local law enforcement agencies.



CITY OF NEWBURGH POLICE DEPARTMENT
PUBLIC SAFETY BUILDING
55 BROADWAY
NEWBURGH, NY 12550-5698
TEL: (845) 561-3131 FAX: (845) 561-9052 OR (845) 565-5662

FY 2015 Edward Byrne Memorial Justice Assistance Grant – 2015-DJ-BX-0991
City of Newburgh Police Department

Program Description
2015 JAG Funding request

The City of Newburgh Police Department would like to request that the funding be utilized towards the upgrading of the City of Newburgh street camera surveillance equipment.

The City of Newburgh is currently working with a vendor in order to install new, and upgrade existing street cameras, to be utilized by the police department in order to monitor crime and assist with investigations.

Additional funding is required to complete this task and the City of Newburgh hereby requests that the 2015-DJ-BX-0991 available funding be allocated for this purpose.

BUDGET:

\$19,610

Daniel C. Cameron
Chief of Police
April 13, 2015

RESOLUTION NO.: 112 - 2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2016**

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh has successfully applied for and has been awarded positions for 11 youth participants; and

WHEREAS, the City of Newburgh Recreation Department and other City Departments have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City for the Summer of 2016.

**SUMMER YOUTH EMPLOYMENT PROGRAM
WORKSITE AGREEMENT**

Worksite# _____

Worksite Name: City of Newburgh

Allotted Slots 11

This Summer Youth Employment Program Worksite Agreement ("Agreement") is entered into as of this 5 day of July, 2016, by and between the County of Orange ("County"), a municipal corporation, by and through its Employment & Training Administration ("ETA"), with its principal offices located at 18 Seward Avenue, Middletown New York ") and

City of Newburgh located at
83 Broadway, Newburgh, NY 12550 ("Worksite").

The Worksite shall implement the Summer Youth Employment Program ("SYEP") in accordance with the provision of this Agreement commencing July 5, 2016 and ending close of business on August 5, 2016 unless extended, in writing, by the mutual agreement of the parties hereto ("Term").

This Agreement includes the following incorporated attachments:

- Schedule A – Worksite Supervisor(s)
- Schedule B – SYEP Participant Job Duties
- Schedule C – Secretary of the US Department of Labor SCANS Criteria.

In addition, ETA shall deliver to Worksite a copy of the New York State Department of Labor Child Labor Laws, which are incorporated into this Agreement by reference.

Worksite has requested, and the County will place, SYEP youth participants ("SYEP Participants") for meaningful work experience employment with the Worksite.

The terms and conditions of the SYEP Participant placements are as follows:

I. COUNTY RESPONSIBILITIES

County, by and through its ETA, shall:

- A. Monitor and evaluate SYEP Participants assigned to Worksite.
- B. Monitor Worksite to determine its compliance with the terms and conditions of this Agreement, and recommend any corrective action necessary to continue this Agreement.

- C. Pay the wages of SYEP Participants assigned to Worksite and maintain all earnings, social security, and tax records related thereto.
- D. Procure and maintain Worker's Compensation coverage for SYEP Participants.
- E. Have no liability under this Agreement to Worksite, any SYEP Participant, or anyone else beyond the funds appropriated and available for this Agreement. This Agreement is made subject to and limited by the County's receipt of federal funds sufficient to sustain a county-wide program SYEP. County does not assume any financial responsibility to sustain a SYEP Participant in the event federal funds are not available.

II. WORKSITE RESPONSIBILITIES

Worksite shall:

- A. Specify any and all supervisors who may have signatory authority for SYEP Participant's timesheets in Schedule A.
- B. Provide 11 jobs for SYEP Participants during the Term, which jobs shall be in accordance with the statement of duties specified in Schedule B.
- C. Neither ask for, nor accept any monetary consideration for providing the services described herein.
- D. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other applicable New York State and federal statutory, regulatory and constitutional non-discrimination provisions, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), all as may be as amended, Worksite will not discriminate against any SYEP Participant because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
- E. Ensure that the work experience of SYEP Participants is in accordance with the program objectives of the SYEP, which, among other things, is to provide youth with a real work experience that will enhance their skills, as outlined in Schedule C, and foster the development of good work habits.
- F. Ensure a safe and healthy work environment for SYEP Participants.
- G. Take all necessary measures to provide skill training wherever possible and, to the maximum extent practicable, contribute to the occupational development, upward mobility, and employability of the SYEP Participants. Worksite acknowledges that most SYEP Participants are unskilled.

- H. Provide sufficient work to occupy the SYEP Participants during work hours and sufficient equipment and/or materials to enable SYEP Participants to carry out the work assignments.
- I. Provide full-time adult supervision of assigned SYEP Participants ensuring that there is at least one adult supervisor for every twelve (12) SYEP Participants.
- J. Maintain adequate attendance records in accordance with "Participant Time and Attendance Procedures" as established by ETA. Timesheets must be signed by both the Worksite supervisor and the SYEP Participant.
- K. Send all supervisors of SYEP Participants to participate in a brief Supervisor's Orientation at a time and location scheduled by ETA.
- L. Provide ETA staff with a written schedule of work hours for each SYEP Participant, which schedule(s) are hereby incorporated into this Agreement by reference.
- M. Notify ETA immediately of any injury and/or accident involving a participant and, for other than injuries and/or accidents, report to ETA any incidents or problems encountered by SYEP Participants and advise ETA of SYEP Participant who could benefit from special counseling as soon as practicable, given the severity of the incident or problem.
- N. Comply with all applicable New York State and Federal child labor laws, rules and regulations, including, but not limited to, the Workforce Investment Act of 1998 and regulations promulgated thereunder ("WIOA"), all as may be amended.
- O. Grant authorized ETA staff, representatives of the Local Workforce Investment Board, and representatives of any State or Federal agencies administering funds under WIOA, at all reasonable times, access to and the right to visit, unannounced, Worksite locations to monitor the service provided by Worksite under this Agreement.
- P. Comply with Federal and New York State laws, rules and regulations prohibiting sectarian, partisan or religious services, counseling, proselytizing instruction, or influence to SYEP Participants. WIOA funds shall not be used for the promotion of any religious activity or utilized for any religious purposes. The County retains the exclusive right and authority to determine whether or not the Worksite is, and remains, in compliance with this provision.
- Q. By its signature below, Worksite hereby acknowledges that if it is negligent in carrying out the terms and conditions of this Agreement, it may not be used in the SYEP at a future date, and/or will be held financially responsible for costs deemed illegal by auditors or monitors. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded County, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

III. GENERAL PROVISIONS

- A. Termination. The County may, by written notice to Worksite effective immediately, terminate this Agreement in whole, or in part, or remove any SYEP Participant from any Worksite location, at any time (1) for the County's convenience; (2) upon the failure of Worksite to comply with the terms or conditions of this Agreement or any federal, state or local law, rule or regulation, including WIOA; (3) in the event the federal funds supporting the SYEP are discontinued; or (4) upon bankruptcy, insolvency or closure of Worksite.
- B. Independent Contractor. In performing the services under this Agreement Worksite shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. In accordance with such status as an independent contractor, Worksite covenants and agrees that neither it nor its employees or agent will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- C. Subcontracting/Assignment. Worksite shall not assign any of its rights, interest, or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement. Worksite shall not reassign SYEP Participants to another Worksite location without the written permission of ETA.
- D. Pay-to Play. Pursuant to Section 10 of the County's "**Pay-to-Play Local Law**", (Local Law No. 13 of 2013, as amended) the regulatory and penalty provisions of the Pay-to-Play Local Law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.
- E. Indemnification.
1. To the fullest extent permitted by law, Worksite shall defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the services performed and/or goods provided pursuant to this Agreement by Worksite or its officers, directors, members, partners, employees, SYEP Participants, contractors, agents, assignees or other representatives.
 2. Without limiting the foregoing, to the fullest extent permitted by law, Worksite specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Worksite's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of, directly or indirectly, the services performed and/or goods provided by Worksite its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives pursuant to this Agreement.

3. In the event that any claim is made or any action is brought against County arising out of, in connection with or otherwise relating to this Agreement either within or without the scope of Worksite's duties, obligations or applicable industry standards, or those of any of Worksite's respective officers, directors, partners, members, employees, contractors, agents, or other representative's; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, costs, losses, damages or causes of action. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

F. General Release. The acceptance by Worksite or its assignees of the final payment under this Agreement (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Worksite arising out of the performance of this Agreement.

G. Set-Off Rights.

1. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Worksite:
 - a. under this Agreement;
 - b. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or
 - c. from County by operation of law.
2. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.
3. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

H. Disputes. Except as otherwise provided by this Agreement, any dispute concerning this Agreement, which is not disposed of by the mutual consent of the parties hereto, shall be decided by the ETA or by its duly authorized representative for final resolution. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the County Executive, or his or her designee, but must instead only be heard in the Supreme Court of the State of

New York, with venue in Orange County or, if appropriate, in the federal District Court with venue in the Southern District of New York, White Plains division.

- I. Modification. County reserves the right to update or change the provisions of this Agreement as conditions require, including, but not limited to for compliance with New York State or Federal laws or regulations. All modifications to this Agreement shall be in writing and executed by both parties. If Worksite does not agree to a modification necessary for compliance with New York State or Federal laws or regulations, this Agreement shall be deemed terminated, as of the date compliance with the subject law or regulation is required.
- J. Governing Law. This Agreement shall be governed by the laws of the State of New York, without giving effect to choice of law provisions. Worksite shall render all services under this Agreement in accordance with applicable provisions of all Federal, New York State and Local laws, rules and regulations as are in effect at the time services are rendered.
- K. Business Authorization and Registration; Service of Process. Worksite shall be properly authorized and registered to do business as required by the laws of the state of New York applicable to Worksite's business entity type. Regardless of the propriety or legality of Worksite's business authorization and registration status, as a condition of contract, Worksite shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Worksite consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Worksite's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Worksite shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by County to the last known address shall be sufficient.
- L. Notice.
 - 1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. via certified or registered United States mail, return receipt requested;
 - b. by personal delivery;
 - c. by overnight delivery service with a nationally recognized carrier (e.g. FedEx, UPS); or
 - 2. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution. Notices shall be addressed as follows or to such different addresses as the parties may from time to time designate in accordance with subdivision 4 below:

County

Name: Orange County Employment & Training Administration

Title: Stephen Knob, Director

Address: 18 Seward Avenue, Middletown, NY 10940

Phone Number: (845) 346-3630

Worksite

Name: City of Newburgh

Title: Deirdre Glenn, Director of Planning & Development

Address: 83 Broadway, Newburgh, NY 12550

Phone Number: (845) 569-9400

3. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein.
4. The parties may, from time to time, specify any new or different contact person or address in the United States as their address for purpose of receiving notice by notifying County, in writing, via registered or certified mail, return receipt requested, of each change.

M. Binding Effect.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

N. Severability.

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

Q. Compliance.

1. Worksite and its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives shall at all times comply with all applicable New York state and federal laws and regulations in the performance of this Agreement.
2. Worksite understands that it may be necessary for County to submit to governmental agencies or to a court of law part of or all of the data, analyses and/or conclusions developed in the performance of the Scope of Work as well as certification, payment applications or other documentation certified and/or signed by Worksite or its officers,

directors, partners, members, employees, contractors, agents, assignees or other representatives. Worksite is aware that there are significant state and/or federal civil and criminal penalties for submitting false information, including the possibility of fines and imprisonment. Worksite is responsible for such penalties resulting from false information submitted by Worksite or its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the submission of any false information by Worksite or its subcontractors.

R. Waiver.

No covenant, condition or undertaking contained in this Agreement may be waived except by the written agreement of the parties. Forbearance or indulgence in any form by either party in regard to any covenant, condition or undertaking to be kept or performed by the other party shall not constitute a waiver thereof and, until complete satisfaction or performance of all such covenants, conditions and undertakings, the other party may be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

S. Entire Agreement.

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date(s) below written:

WORKSITE

Signature of Authorized Official

Print Name

Title

Date

COUNTY OF ORANGE

Steven M. Neuhaus
County Executive

Date

SCHEDULE A – WORKSITE SUPERVISOR(S)

If any representative of the Worksite, other than the signatory of this Agreement will be signing youth timesheets for the Worksite, please have each supervisor sign below and specify their Worksite:

1.

Supervisor Signature	Print Name	Date
Worksite Location		

2.

Supervisor Signature	Print Name	Date
Worksite Location		

3.

Supervisor Signature	Print Name	Date
Worksite Location		

4.

Supervisor Signature	Print Name	Date
Worksite Location		

5.

Supervisor Signature	Print Name	Date
Worksite Location		

SCHEDULE B - SYEP Participant Job Duties

Office Clerk:

Basic Office Practice: computer skills, filing, typing, answer phones, etc.

Junior Camp Counselor:

The Junior Camp Counselor will assist the Camp Director and Assist Director in providing a fun, supportive and warm atmosphere where campers can improve their individual potential, gain and understanding of others, experience new ideas and develop an appreciation for the environment.

The Junior Camp Counselor must be a good role model for campers, develop relationships with each assigned camper, promote positive group interactions, follow established procedures for maintaining campers health and safety, work together with staff to plan and schedule weekly activities, and complete other related duties as directed by the Camp Director or Assistant or Camp Director.

SCHEDULE C – Secretary of the US Department of Labor SCANS Criteria

THE SECRETARY'S COMMISSION ON ACHIEVING NECESSARY SKILL (SCANS)

What skills will prepare our youth to participate in the modern workplace? What skill levels do entry-levels jobs require? In 1990, the Secretary of the Department of Labor, establishment the Secretary's Commission on Achieving Necessary Skill (SCANS)

WHAT ARE WORKPLACE SKILLS?

To find meaningful work, youth need to master certain workplace skill, SCANS calls these essential "foundation skill" and "competencies".

Workers use foundation skills-academic and behavioral characteristics-to build competencies on.

Foundation skills fall into three domains:

- **Basic Skill**-reading, writing, speaking, listing, and knowing arithmetic and mathematical concept;
- **Thinking Skills**-reasoning, making decisions, thinking creatively, solving problems, seeing things in the mind's eye and knowing how to learn; and
- **Personal Qualities**-responsibility, self-esteem, sociability, self-management, integrity and honesty.

Competencies, however, more closely relate to what people actually do at work. The competencies the SCANS has identified fall into five domains:

- **Resources** - identifying, organizing, planning, and allocating time, money, materials, and workers
- **Interpersonal Skills** - negotiating, exercising leadership, working with diversity, teaching others new skills, serving clients and customers, and participating as a team member.
- **Information Skill** - using computer to process information and acquiring and evaluating, organizing, and maintaining, and interpreting and communicating information
- **Systems Skill** - understanding systems, monitoring and correcting system performance, and improving and designing systems; and
- **Technology Utilization Skills** - selecting technology, applying technology to a task, and maintaining and troubleshooting technology

RESOLUTION NO.: 113 - 2016

OF

APRIL 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NATIONAL RECREATION AND PARKS
ASSOCIATION
GREAT URBAN PARKS CAMPAIGN PROGRAM GRANT IN AN AMOUNT
NOT TO EXCEED \$400,000.00 FOR THE CONSTRUCTION OF
THE SOUTH STREET WATERFRONT PARK**

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a National Recreation and Parks Association Great Urban Parks Campaign Program Grant in an amount not to exceed \$400,000.00 with no City match required to be used for the construction phase of the South Street Waterfront Park; and

WHEREAS, the purpose of the Great Urban Parks Campaign Grant Program is to demonstrate the effectiveness of green infrastructure to positively affect environmental change in underserved low-income community and communities of color and increase community engagement, connection to nature and physical activity by community residents; and

WHEREAS, this Council has determined that applying for and accepting such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a National Recreation and Parks Association Great Urban Parks Campaign Program Grant in an amount not to exceed \$400,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Great Urban Parks Campaign Grant	NAME OF DEPARTMENT REQUESTING GRANT: Planning	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church/ Deirdre Glenn
NAME OF GRANT/NAME OF AWARDING AGENCY: National Recreation and Parks Association	GRANT SUBMITTAL DATE: April 29, 2016	AMOUNT OF AWARD: \$400,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NONE	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
<p>PROJECT PLAN: Construction South Street Park</p> <p>Scope of Project: Construction phase of South Street Park</p> <p>Key Stakeholders: Planning/ Engineering/ CAC</p> <p>Project Timeline: (ex. Dates): Construction documents/ estimates are fully funded and underway now. Construction bid will be done when funding is secured. No timeline without funding. Construction should take 2-3 months</p>		

Great Urban Parks Campaign Grant Application

The purpose of this grant opportunity is to demonstrate the effectiveness of green infrastructure to positively affect environmental change in underserved low-income communities and communities of color, and thereby increase community engagement, connection to nature, and physical activity by community residents. The intention is to create replicable model projects that provide strategies and lessons learned for application by a wide range of communities.

This RFA will fund green infrastructure projects in parks that achieve each of the following key objectives:

1. Increased public access to recreational opportunities and access to nature via parks in underserved low-income communities and communities of color
2. Improved environmental quality and increased hazard mitigation by reducing flooding, improving the site's ability to hold and retain stormwater, improving water quality, improving wildlife habitat, and increasing biodiversity
3. A community engaged in improving environmental quality through green infrastructure solutions to stormwater management

It is anticipated that this RFA will fund grants between \$350,000 and \$575,000. The maximum grant amount that will be awarded to a single applicant is \$575,000. Matching funds are not required. However, it is expected that this grant will supplement substantial secured funding necessary to complete the proposed project. The grant check will be distributed in full upon execution of a grant agreement. Limited technical advisory will be provided by the National Recreation and Park Association, the American Planning Association, and the Low Impact Development Center, Inc. Grantees will be required to plan and conduct ongoing evaluation to assess and demonstrate social and environmental outcomes. Applications are due by midnight (EDT) Friday, April 29, 2016. Applicants will be notified whether or not they were selected for a grant by June 30, 2016.

** NRPA defines underserved communities as neighborhoods comprising a majority of individuals of color and/or living in poverty or near poverty.*

APPLICATIONS DUE APRIL 29

RESOLUTION NO., 114 - 2016

OF

APRIL 25, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
REQUESTING THE OFFICE OF THE NEW YORK STATE COMPTROLLER CONDUCT
AN AUDIT OF THE BUREAU OF COLLECTIONS
WITHIN THE CITY OF NEWBURGH DEPARTMENT OF FINANCE
FOR THE PERIOD JANUARY 1, 2010 TO PRESENT

WHEREAS, the City Council of the City of Newburgh has identified the need to conduct a review of the Bureau of Collections within the Department of Finance; and

WHEREAS, the Office of the New York State Comptroller can conduct an audit of the Bureau of Collections; and

WHEREAS, the City Council finds that requesting the Office of the New York State Comptroller conduct an audit of the Bureau of Collections is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby requests that the Office of the New York State Comptroller conduct an audit of the Bureau of Collections within the Department of Finance of the City of Newburgh for the period beginning January 1, 2010 to the present.